



CITY OF SOUTH MIAMI
“Concession Stand Management Services”
RFP #PR2016-13
Solicitation Cover Letter

The City of South Miami, Florida (hereinafter referred to as “CSM”) through its chief executive officer (City Manager) hereby solicits sealed proposals responsive to the City’s request (hereinafter referred to as “Request for Proposals” or “RFP”). All references in this Solicitation (also referred to as an “Invitation for Proposals” or “Invitation to Bid” to “City” shall be a reference to the City Manager, or the manager’s designee, for the City of South Miami unless otherwise specifically defined.

The City is hereby requesting sealed proposals in response to this **RFP #PR2016-13, “Concession Stand Management Services.”** The purpose of this Solicitation is to contract for the services necessary for the completion of the project in accordance with the **Scope of Services, (Exhibit 1, Attachment A and Attachment B)** and **Respondents Cost and Technical Proposal, (Exhibit 4)** or the plans and/or specifications, if any, described in this Solicitation (hereinafter referred to as “the Project” or “Project”).

Interested persons who wish to respond to this Solicitation can obtain the complete Solicitation package at the City Clerk’s office Monday through Friday from 9:00 a.m. to 4:00 p.m. or by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami’s web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete Solicitation Package, including all documents listed in the Solicitation.

The Proposal Package shall consist of **one (1) original unbound proposal, five (5) additional bound copies, excluding three-ring binders, and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy** all of which shall be delivered to the Office of the City Clerk located at South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: **“Concession Stand Management Services,” RFP #PR2016-03 and** the name of the Respondent (person or entity responding to the Solicitation. Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10:00 a.m. local time on June 21, 2016. Hand delivery must be made during normal business days and hours of the office of City Clerk.**

A public opening will take place at 10:00 a.m. on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after 10:00 a.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk’s receipt stamp.

A Non-Mandatory Pre-Proposal Meeting will be conducted at Palmer Park in the Indoor Concession Area, located at 6100 SW 67 Avenue, South Miami, Florida 33143 on June 21, 2016 at 10:00 a.m. The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this Solicitation Package. The City reserves the right to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or Solicitation procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price or, if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

Maria M. Menendez, CMC
City Clerk
City of South Miami

SCOPE OF SERVICES and SCHEDULE OF VALUES
“Concession Stand Management Services”
RFP #PR2016-13

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **EXHIBIT I**

END OF SECTION

SCHEDULE OF EVENTS
“Concession Stand Management Services”
RFP #PR2016-13

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	1/7/2016	12:00 PM
2	<u>Non-Mandatory</u> Pre-RFP Meeting: at Palmer Park in the Indoor Concession Area, located at 6100 SW 67 Avenue, South Miami, Florida 33143	6/21/2016	10:00 AM
3	Deadline to Submit Questions	6/23/2016	10:00 AM
4	Deadline to City Responses to Questions	6/27/2016	10:00 AM
5	Deadline to Submit RFP Response	6/29/2016	10:00 AM
6	Projected Announcement of selected Contractor/Cone of Silence ends	7/19/2016	7:00 PM

END OF SECTION

INSTRUCTIONS for RESPONDENT
“Concession Stand Management Services”
RFP #PR2016-13

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE “PROPOSAL” THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE SOLICITATION FORM.

1. Purpose of Solicitation. The City of South Miami is requesting proposals for the lowest and most responsive price for the Project. The City reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the City.
2. Qualification of Proposing Firm. Response submittals to this Solicitation will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of South Miami will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this Solicitation where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
3. Deviations from Specifications. The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this Solicitation. The decision as to whether an item fully complies with the stated requirements rests solely with the City of South Miami.
4. Designated Contact. The awarded firm shall appoint a person to act as a primary contact with the City of South Miami. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
5. Precedence of Conditions. The proposing firm, by virtue of submitting a response, agrees that City's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless clearly contrary to the specific terms of the Contract or General Conditions to the Contract:
 - a) Addenda to Solicitation
 - b) Attachments/Exhibits to
 - c) Solicitation
 - d) Attachment/Exhibits to Supplementary Conditions
 - e) Supplementary Conditions to Contract, if any
 - f) Attachment/Exhibits to Contract
 - g) Contract
 - h) General Conditions to Contract, if any
 - i) Respondent's Proposal
6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing firm to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Commission, if all of the following is established:
 - a) The proposing firm acted in good faith in submitting the response;
 - b) The error was not the result of gross negligence or willful inattention on the part of the firm;
 - c) The error was discovered and communicated to the City within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of opening the proposals received, along with a request for permission to withdraw the firm's Proposal; and
 - d) The firm submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not the result of gross negligence or willful inattention nor made in bad faith.
7. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this Solicitation, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the Solicitation.

Thomas F. Pepe
12/10/2015

8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10 a.m., June 23, 2016** to the attention of **Steven P. Kulick** at skulick@southmiamifl.gov or via facsimile at **(305) 663-6346**.
9. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the Solicitation Package (also known as "Solicitation Specifications" or "Solicitation") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
11. Cone of Silence: You are hereby advised that this Request for Proposals is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff, including the City Manager and his staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk. In addition, you are required to comply with the City Manager's Administrative Order AO 1-15. If a copy is not attached, please request a copy from the City's Procurement Division.

WITH REGARD TO THE COUNTY'S CONE OF SILENCE EXCEPTION FOR WRITTEN COMMUNICATION, PLEASE BE ADVISED THAT, NOTWITHSTANDING THE MIAMI-DADE COUNTY EXCEPTION FOR WRITTEN COMMUNICATION THE COUNTY'S RULES PROHIBITING VERBAL COMMUNICATION DURING AN ESTABLISHED CONE OF SILENCE SHALL, WITH REGARD TO THIS SOLICITATION, ALSO APPLY TO ALL WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE BELOW. THEREFORE, WHERE THE CITY OF SOUTH MAIMI CONE OF SILENCE PROHIBITS COMMUNICATION, SUCH PROHIBITION SHALL APPLY TO BOTH VERBAL AND WRITTEN COMMUNICATION.

Notwithstanding the foregoing, the Cone of Silence shall not apply to...

- (1) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time that the City Manager makes his or her written recommendation;**
 - (2) Any emergency procurement of goods or services pursuant to the Miami-Dade County Administrative Order 3-2;**
 - (3) Communications regarding a particular solicitation between any person and the procurement agent or contracting officer responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and**
 - (4) Communications regarding a particular solicitation between the procurement agent or contracting officer, or their designated secretarial/clerical staff responsible for administering the procurement process for such solicitation and a member of the selection committee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document."**
12. Violation of these provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation including but not limited to one that requests any of the following a proposal, qualifications, a letter of interest or a bid concerning any contract for the provision of goods or services for a period of one year. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.

13. Lobbying. All firms and their agents who intend to submit, or who submitted, bids or responses for this Solicitation, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner or any employee of the City of South Miami are to be lobbied either individually or collectively concerning this Solicitation. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
14. Reservation of Right. The City anticipates awarding one contract for services as a result of this Solicitation and the successful firm will be requested to enter into negotiations to produce a contract for the Project. The City, however, reserves the right, in its sole discretion, to do any of the following:
- a) to reject any and all submitted Responses and to further define or limit the scope of the award.
 - b) to waive minor irregularities in the responses or in the procedure required by the Solicitation documents.
 - c) to request additional information from firms as deemed necessary.
 - d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposal be completed in all respects.
 - e) to negotiate modifications to the Proposal that it deems acceptable.
 - f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal. The City reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the City.
 - g) To modify the Contract Documents. The terms of the Contract Documents are general and not necessarily specific to the Solicitation. It is therefore anticipated that the City may modify these documents to fit the specific project or work in question and the Respondent, by making a Proposal, agrees to such modifications and to be bound by such modified documents.
 - h) to cancel, in whole or part, any invitation for Proposals when it is in the best interest of the City.
 - i) to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City.
 - j) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price.
 - k) if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.
15. Contingent Fees Prohibited. The proposing firm, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
16. Public Entity Crimes. A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City of South Miami, may not be awarded a contract to perform work as a CONTRACTOR, sub-contractor, supplier, sub-consultant, or consultant under a contract with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.
17. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
- a) The Invitation for Proposal and Instructions to Respondents.
 - b) A copy of all issued addenda.
 - c) The completed Proposal Form fully executed.
 - d) Proposal/Bid Bond, (Bond or cashier's check), if required, attached to the Proposal Form.

- e) Certificates of Competency as well as all applicable State, County and City Licenses held by Respondent
 - f) Certificate of Insurance and/or Letter of Insurability.
18. Goods: If goods are to be provided pursuant to this Solicitation the following applies:
- a) Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this Solicitation, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in this Solicitation with appropriate identification, samples and/or specifications for such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.
 - b) Pricing: Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
 - c) Mistake: In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
 - d) Samples: Samples of items, when required, must be furnished by the Respondent free of charge to the City. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The City shall not be responsible for the return of samples.
 - e) Respondent warrants by signature on the Proposal Form that prices quoted therein are in conformity with the latest Federal Price Guidelines.
 - f) Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Respondent to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City of South Miami reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.
 - g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation shall be cause for rejection, as determined by the City.
 - h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
19. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this Solicitation and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.
20. Respondent shall comply with the City's insurance requirements as set forth in the attached **EXHIBIT 2**, prior to issuance of any Contract(s) or Award(s). If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's bonding, if required for this project, and insurance requirements as set forth herein shall authorize the City to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further City action. The Respondent, by submitting a Proposal, thereby agrees to hold the City harmless and agrees to indemnify the City and covenants not to sue the City by virtue of such rescission.

21. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
22. Execution of Contract: A response to this Solicitation shall not be responsive unless the Respondent signs the form of contract that is a part of the Solicitation package. The Respondent to this Solicitation acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this Solicitation package. The Respondent agrees that Respondent's signature on the Bid Form and/or the form of contract that is a part of the Solicitation package and/or response to this Solicitation, grants to the City the authority, on the Respondent's behalf, to insert, into any blank spaces in the contract documents, information obtained from the proposal and, at the City's sole and absolute discretion, the City may treat the Respondent's signature on any of those documents as the Respondent's signature on the contract, after the appropriate information has been inserted, as well as for any and all purposes, including the enforcement of all of the terms and conditions of the contract.
23. Evaluation of Proposals: The City, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
24. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.
25. Public Entity Crimes: A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit Solicitation on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.
26. Contingent Fees Prohibited: The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
27. Hold Harmless: All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this Solicitation process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. In the event that fees, court costs and expenses associated with the litigation are awarded to the City, the Proposal/Bid Bond, if required for this project, shall be applied to the payment of those costs and any balance shall be paid by the Respondent.
28. Cancellation: Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award or termination of the contract.
29. Bonding Requirements: The Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
30. Performance and Payment Bond: The City of South Miami may require the successful Respondent to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Proposal Price, including Alternates if any, naming the City of South Miami, and the entity that may be providing a source of funding for the Work, as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. In addition, if the Respondent's employees will be working in secure or sensitive areas of the City, the City may require

that the Respondent provides employee bonding, naming the City of South Miami as the obligee on the bond. The bonds shall be with a surety company authorized to do business in the State of Florida.

- 30.1. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in the Contract Documents.
- 30.2. Each Performance Bond shall continue in effect for five years after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.
- 30.3. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or subcontractor employed pursuant to this Project.
- 30.4. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.
- 30.5. Pursuant to the requirements of Section 255.05, Florida Statutes, Respondent shall ensure that the Bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide CITY with evidence of such recording.
- 30.6. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
31. Proposal Guarantee: Notwithstanding the fact that the Respondent, in submitting a proposal, agrees to the terms contained in the form of contract that is part of this Solicitation package, the successful Respondent, within ten (10) calendar days of Notice of Award by the City, shall deliver, to the City, the executed Contract and other Contract Documents that provide for the Respondent's signature, and deliver to the City the required insurance documentation as well as a Performance and Payment Bond if these bonds are required. The Respondent who has the Contract awarded to it and who fails to execute the Contract and furnish the required Bonds and Insurance Documents within the specified time shall, at the City's option, forfeit the Proposal/Bid Bond/Security that accompanied the Proposal, and the Proposal/Bid Bond/Security shall be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal/Bid Bond, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents or fails to furnish the required Bonds and Insurance documentation. If the City does not accept the Proposal/Bid Bond, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. Proposal/Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal/Bid Bond.
32. Pre-proposal Conference Site Visits: If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may hereinafter exist, as a Solicitation result of failure to make the necessary examinations or investigations, or failure to complete any part of the Solicitation Package, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the Respondent. The Respondent, following receipt of a survey of the property, if applicable, is bound by knowledge that can be seen or surmised from the survey and will not be entitled to any change order due to any such condition. If the survey is provided before the proposal is submitted, the contract price shall include the Work necessitated by those conditions. If the survey is provided subsequent to the submission of the proposal, the Respondent shall have five calendar days to notify the City of any additional costs required by such conditions and the City shall have the right to reject the proposal and award the contract to the second most responsive, responsible bidder with the lowest price or to reject all bids.
33. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the City, other than for extensions of time to complete the Work.
34. Submittal Requirements: All Proposals shall comply with the requirements set forth herein and shall include a fully completed **Bid Form** found on **EXHIBIT 3** and; **Respondents Cost and Technical Proposal** found on **EXHIBIT 4** which is a part of this Solicitation Package.
35. Cancellation of Bid Solicitation: The City reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the City.
36. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.

37. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the city are paid in full. No bidder who is in default of any prior contract with the City may have their bid considered until the default is cured to the satisfaction of the City Manager.
38. **Bid Protest Procedure.** See attached **EXHIBIT 7**.
39. **Evaluation Criteria:** If this project is to be evaluated by an Evaluation Committee, the evaluation criteria is attached as **EXHIBIT 6**.

END OF SECTION

Proposal Submittal Checklist Form
“Concession Stand Management Services”
RFP #PR2016-13

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this Solicitation. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN “X”:		Check Completed.
<u> X </u>	One (1) Original Unbound Proposal, Five (5) Additional Bound Copies, Excluding Three-ring Binders, and One (1) Digital Copy	_____
<u> X </u>	Indemnification and Insurance Documents EXHIBIT 2	_____
<u> X </u>	Bid Form, EXHIBIT 3	_____
<u> X </u>	Respondents Cost and Technical Proposal, EXHIBIT 4	_____
<u> X </u>	Signed Contract Documents (All – including General Conditions and Supplementary Conditions if attached) EXHIBIT 5	_____
<u> X </u>	Respondents Qualification Statement	_____
<u> X </u>	List of Proposed Subcontractors and Principal Suppliers	_____
<u> X </u>	Non-Collusion Affidavit	_____
<u> X </u>	Public Entity Crimes and Conflicts of Interest	_____
<u> X </u>	Drug Free Workplace	_____
<u> X </u>	Acknowledgement of Conformance with OSHA Standards	_____
<u> X </u>	Affidavit Concerning Federal & State Vendor Listings	_____
<u> X </u>	Related Party Transaction Verification Form	_____
<u> X </u>	Presentation Team Declaration/Affidavit of Representation	_____

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT
“Concession Stand Management Services”
RFP #PR2016-13

The response to this questionnaire shall be utilized as part of the CITY’S overall Proposal Evaluation and RESPONDENT selection.

I. Number of similar projects completed,

- a) In the past 5 years _____
- b) In the past 10 years _____

2. List the last three (3) completed similar projects.

- a) Project Name: _____
Owner Name: _____
Owner Address: _____
Owner Telephone: _____

Actual Final Contract Completion
Date: _____
Original Contract Price: _____
Actual Final Contract Price: _____
- b) Project Name: _____
Owner Name: _____
Owner Address: _____
Owner Telephone: _____

Actual Final Contract Completion
Date: _____
Original Contract Price: _____
Actual Final Contract Price: _____
- c) Project Name: _____
Owner Name: _____
Owner Address: _____
Owner Telephone: _____

Actual Final Contract Completion
Date: _____
Original Contract Price: _____
Actual Final Contract Price: _____

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-Government Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

END OF SECTION

LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS
“Concession Stand Management Services”
RFP #PR2016-13

Respondent shall list all proposed subcontractors, if subcontractors are allowed by the terms of this Solicitation to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Other:			

This list shall be provided to the City of South Miami by the apparent lowest responsive and responsible Bidder within five (5) business days after Bid Opening.

END OF SECTION

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and states that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the Respondent that has submitted the
attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal
and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived
or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or
sham Proposal in connection with the Work for which the attached Proposal has been submitted; or
to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly
or indirectly, sought by agreement or collusion, or communication, or conference with any
Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any
other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the
Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance,
or unlawful agreement any advantage against (Recipient), or any person interested in the proposed
Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Print Name and Title

Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20_____, before me, the undersigned Notary Public of the State
of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)

Thomas F. Pepe
12/10/2015

_____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:
SEAL OF OFFICE:

Notary Public, State of Florida

(Name of Notary Public: Print, Stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

I. This sworn statement is submitted to

_____ [print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Sworn to and subscribed before me this _____ day of _____, 20____.

[Signature]

Personally known _____

OR Produced identification _____

(Type of identification)
Form PUR 7068 (Rev.06/11/92)

Notary Public – State of _____

My commission expires _____
(Printed, typed or stamped commissioned
name of notary public)

DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) business days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF SOUTH MIAMI

We, _____, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **“Concession Stand Management Services”** project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of South Miami** and **N/A** (Consultant, if any) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor’s names):

to comply with such act or regulation.

CONTRACTOR

Witness

BY: _____
Name

Title

AFFIDAVIT CONCERNING FEDERAL AND STATE VENDOR LISTINGS

The person, or entity, who is responding to the City's solicitation, hereinafter referred to as "Respondent", must certify that the Respondent's name Does Not appear on the State of Florida, Department of Management Services, "CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS".

If the Respondent's name Does appear on one or all the "Listings" summarized below, Respondents must "Check if Applies" next to the applicable "Listing." The "Listings" can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, _____ (hereinafter referred to as the "Declarant") state, under penalty of perjury, that the following statements are true and correct:

- (1) I represent the Respondent whose name is _____.
- (2) I have the following relationship with the Respondent _____ (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company)).
- (3) I have reviewed the Florida Department of Management Services website at the following URL address: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- (4) I have entered an "x" or a check mark beside each listing/category set forth below if the Respondent's name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category, it means that I am attesting to the fact that the Respondent's name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if
Applicable

- _____ Convicted Vendor List
- _____ Suspended Vendor List
- _____ Discriminatory Vendor List
- _____ Federal Excluded Parties List
- _____ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

(Print name of Declarant)

By: _____
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the ____ day of _____, 20____, before me, the undersigned authority, personally appeared _____ who is personally known to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

NOTARY PUBLIC:
SEAL

Notary Public, State of Florida

(Name of Notary Public: Print,
Stamp or type as commissioned.)

Thomas F. Pepe
12/10/2015

RELATED PARTY TRANSACTION VERIFICATION FORM

I _____, individually and on behalf of _____
("Firm") have *Name of Representative Company/Vendor/Entity* read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their names:

____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as

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follows: _____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:

_____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name & Title: _____

Date: _____

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a Solicitation, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

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12/10/2015

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph (3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) Compulsory disclosure by employees of firms doing business with the city.

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) Exploitation of official position prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) Prohibition on use of confidential information.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) Conflicting employment prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) Prohibition on outside employment.

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, Solicitation, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

END OF SECTION

**PRESENTATION TEAM
DECLARATION/AFFIDVAIT OF REPRESENTATION**

This affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalty of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____
_____	_____

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below.

Executed this _____ day of _____, 20 ____.

Signature of Representative

Print Name and Title

Print name of entity being represented

END OF SECTION

Thomas F. Pepe
12/10/2015

NOTICE OF AWARD
“Concession Stand Management Services”
RFP #PR2016-13

The City has considered the Proposal submitted by your firm for the **Concession Stand Management Services** in response to its advertisement for Request for Proposal and Instructions to Respondents.

You are hereby notified that your Proposal has been accepted for the **Concession Stand Management** in the five (5) year amount of \$_____, broken down as follows:

Proposal, Year 1: _____
Year 2: _____
Year 3: _____
Year 4: _____
Year 5: _____

You are required by the Instructions to Respondents to execute the Contract Documents at the time of submittal of proposal and to furnish any required Performance Bond, Payment Bond, and insurance documents (see Proposal Submittal Checklist Form) within ten (10) day from the date of this notice to you.

Notwithstanding the fact that you have agreed, by responding to the Solicitation, to the terms of the contract attached to the Solicitation package, if you fail to execute said Contract and to furnish said bonds, the required insurance documentation within ten (10) calendar days from the date of this notice, the CITY shall have the right and be entitled, in its sole and absolute discretion, to disqualify the Proposal, revoke the award and retain the Proposal/Bid Bond/Security. Please be advised that if the contract price exceeds \$5,000.00 or if it is a multi-year contract requiring payment out of more than one year's appropriation, the award and the contract must be approved by the City Commission before it is binding on the City.

BY: _____
Steven Alexander
City Manager

Dated this ____ day of _____, 20____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

On this the ____ day of _____, 20____.

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the City Manager.

END OF SECTION

Thomas F. Pepe
12/10/2015

NOTICE TO PROCEED

Concession Stand Management Services RFP #PR2016-13

TO:

DATE:

PROJECT DESCRIPTION: **Concession Stand Management Services** in accordance with Plans and Scope of Services and referenced in the Contract Documents.

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____.

City of South Miami

BY: _____

(print name)

City Manager, or designee

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

on this _____ day of _____, 20____.

BY: _____

TITLE: _____

END OF SECTION

EXHIBIT #1
Attachment A
Scope of Services
“Concession Stand Management Services”
RFP #PR2016-13

I. Purpose:

The City of South Miami is seeking proposals from experienced and capable parties to provide the highest quality and variety of foods and service that will enhance the parks and provide comfort and convenience to patrons at a reasonable price while assuring revenue to the City of South Miami Parks and Recreation Department and consistency of the concessions with current plans for recreation and other activities on the parks' property. ***This is a non-exclusive contract for all City sponsored sports and event functions.*** Vending for special events may include other vendors as approved by and at the City's discretion.

The Parks and Recreation Department is looking for proposals from qualified individual(s) or firm, for a flat monthly fee, as outlined within, from Concessionaires to manage and operate indoor concessions as needed for selling food and non-alcoholic beverage to the general public in accordance with the terms, conditions and specifications contained herein.

Qualified vendors will submit a flat monthly fee payable to the City of South Miami. The successful Concessionaire shall furnish all portable structures, labor, material, equipment, insurance, all required permits including health and other miscellaneous appurtenance, and services necessary for the provision of various food items as well as hot and cold drinks.

II. Scope of Services:

- a) Concessionaire will accept the indoor concession areas and City owned equipment, as is, the City shall not be requested to make any improvements or additions.
- b) Maintain all required permits and licenses, including business license.
- c) Maintain insurance coverage as required by the City.
- d) Concessionaire shall not make any improvements, additions or repairs without prior written approval from the City Manager, or his/her designee. Any repairs, modifications, etc. deemed necessary by the City will be made by the City.
- e) Concessionaire may use the City owned appliances, including food heat lamp and warmer, refrigerator, deep freezer, ice freezer, cotton candy machine, popcorn machine, ice maker, hotdog roller, microwave, sinks, etc., in their as is condition and City shall not be required to repair or replace any City owned equipment. Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire expense. City owned equipment will remain the City's equipment.
- f) Additional equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having

jurisdiction over such matter requires safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Concessionaire shall not remove any equipment without the written consent of the City and any City owned equipment removed by Concessionaire, with the written consent of the City, shall be returned to the City upon termination of contract. Concessionaire shall, upon termination of its contract, remove any equipment it owns and has installed on City property and reinstall City owned equipment that was removed, all at Concessionaire's expense.

- g) Concessionaire shall provide menu and prices signage for each and every concession stands. Signage must be approved by City prior to display.
- h) Concessionaire shall ensure concession is staffed with sufficient qualified personnel at all times in order to handle the patron demand timely and efficiently.
- i) Concessionaire shall be available to manage and operate the concession stand for any program, activity and/or event as requested by the City.
- j) The City shall have the absolute discretion to determine the number and location of all concession stands.

III. Term:

The term of this agreement is three (3) years with one (1) two (2) year option-to-renew, at the discretion of the City Manager, for a total term not to exceed five (5) consecutive years.

IV. Site Location, Generally:

Indoor Concession: Palmer Park, 6100 SW 67 Avenue, South Miami, Florida 33143.

V. Schedule of Programs & Events:

The Concessionaire is responsible for contacting the City's Director of Parks and Recreation or designee on a daily basis to confirm sports and event program scheduling and cancellation of scheduled programs.

Various athletic field rentals occur year-round. Listed below is a sample park activity schedule:

Winter / Spring Season – (Youth Baseball)

January – May

Monday – Friday: 5:00 PM – 9:00 PM

Saturday: 9:00 AM – 4:00 PM

Summer / Fall Season – (Youth Football / Adult Softball / Adult Soccer)

June – December

City's 4th of July Fireworks event

Monday – Friday: 5:00 PM – 8:00 PM
Saturday – varies according to game schedule

VI. Qualifications:

- a) Concessionaire shall have at least three (3) years concession experience operating a “public food service establishment” as defined in Florida Statute and obtained or concurrently hold the required licenses under appropriate State and local laws for the establishment.
- b) Concessionaire must have never lost their license for cause.
- c) Concessionaire must have never had an establishment closed or suspended due to health reasons.
- d) Concessionaire must have never been found to have failed to pay taxes.

VII. Concessionaire’s Employees:

Concessionaire shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must wear visible identification or a uniform that identifies them as being employed by Concessionaire while working at all times.

All employees of the Concessionaire and any approved sub Concessionaire shall be considered to be at all times the sole employees of the Concessionaire, under the Concessionaire’s sole direction, and not an employee or agent of the City of South Miami. The Concessionaire shall supply competent and physically capable employees that are polite, friendly, honest and courteous, the City may require the Concessionaire to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

All employees must have a health certificate if required by the State, County or City.

All selected Contractor’s personnel and volunteers who provide any service at the Complex or related activities must be in compliance with Level II Background Screening and fingerprinting requirements and drug screen prior to the start of the contract (or their start date) and by April 1 of each year, as per **Exhibit I, Attachment B, Chapter 435, including but not limited to Florida Statute 435.04, Employment Screening**, prior to the scheduled start of employment or volunteerism. A violation of this requirement shall constitute a substantial breach of the agreement.

Concessionaire shall have its employees refrain from smoking in any city park or facility. Concessionaire’s employees shall not drink, or have in their possession, alcoholic beverages.

VIII. Menu:

- a. Concessionaire is only authorized, for the term of this contract, to sell foods, beverage and miscellaneous “snack bar” type items. All foods and, beverages, including confectionery, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure and shall conform in all respects to the federal, state, municipal and other laws, ordinances and regulations and shall be kept subject to the approval or rejection of the City Manager or designee.
- b. Concessionaire must also sell healthy choices for the health conscious patron. Examples of healthy choices are: apples; Health bars; turkey hotdogs; etc. Concessionaire shall provide and maintain an inventory of name brand food and drink items at all times to meet the patron demand. If Concessionaire fails to meet demand due to low inventory levels, the City will set inventory levels. Concessionaire shall maintain the highest available rating from the applicable Health Department Inspections.
- c. Agreed upon pricing of each menu item will remain firm and fixed for the duration of the contract and without a reduction in quality.
- d. Menu items and prices must be approved by the City prior to sale. Agreed upon menu and prices must remain posted at all concession area and in plain view of patrons standing and waiting for service. Approved pricing, food quality and brand name products must remain constant (as submitted) unless a request is made in writing with reasons for the request for a price or product change. The Park and Recreation Director will review the written request and respond back within ten (10) days. However, consent to the change is at the City’s sole and absolute discretion.
- e. Only non-glass cups or bottles shall be used for the serving and delivery of soft drinks to customers. No Styrofoam materials shall be used at any time for the service or delivery of food or beverages to customers.
- f. Concessionaire must provide ice for ice packs as needed for program participant injuries.
- g. **No Alcoholic Beverages will be allowed on the premises.**
- h. **No Tobacco Products will be allowed on the premises.**
- i. **No Shelled Peanuts will be allowed on the premises.**
- j. **No Gum will be allowed on the premises.**
- k. **No products containing any trace of peanuts shall be allowed for sale without a special notice, the size and display location to be approved by the City, that the product contains peanuts**

IX. Miscellaneous Requirements:

- a) Utility Service – The City will be responsible for all reasonable amounts of water and electricity needed by the concessionaire for the indoor concession areas.
- b) Trash Removal – the Concessionaire is responsible for picking up all trash produced within at least a fifty (50) foot radius from the point of sale at the indoor concessions as a result of their indoor concession operations.
- c) Maintenance by Concessionaire
 - i. The Concessionaire must fully maintain the indoor concessions, janitorial services; trash and garbage removal and daily policing of the grounds in close proximity to the concessions to remove litter. Such maintenance shall be at the sole expense of the Concessionaire and will be subject to general inspection by the City to insure that the continuing quality of maintenance and appearance and physical condition of the concessions are commensurate with maintenance, health and safety standard. In the event that said premises shall not be kept by the concessionaire, as herein required, the City may enter the concession area of responsibility and may cure the default of the Concessionaire. Should the City consider such an action necessary, the Concessionaire agrees to reimburse the City for all reasonable costs and expenses incurred by the City in curing such default – in addition to the flat fee hereby reserved. Such action by the City shall not be construed as causing or constituting a termination of the Agreement or an interference with the possession of the premises by the concessionaire.
- d) The City will maintain only the exterior of the indoor concession area including the electrical lines, exterior piping for electric and water, and HVAC systems.
- e) Fire or Other Casualty – In the event that the facilities at the Palmer Park, in which the concession is located, is damaged or destroyed by fire or other casualty, said space shall be promptly repaired, rebuilt or abandoned by the City at its discretion. However, the City shall not be obligated to repair or rebuild any improvements made by the concessionaire pursuant to this Agreement – or repair or rebuild any fixture, equipment and other property installed by Concessionaire pursuant to this Agreement. It shall be the Concessionaire's obligation to carry insurance to protect Concessionaire's and City's property for such casualties and the City shall be named as an additional insured on said policy.
- f) Taxes – The Concessionaire shall pay any and all taxes or special assessments, which may be levied or assessed upon the concession granted hereunder. The Concessionaire shall pay all taxes on its own personal property and premise described herein.
- g) Signs – Concessionaire shall not affix/attach (or permit the attachment of) anything, including but not limited to flags, placards, signs, poles, wires, aerials, antennae or

fixtures to the outside of the premises, without the prior written consent of the South Miami Parks and Recreation Department. Any and all flags, placards, signs, poles, wires, aerials, antennae or fixtures that the Parks and Recreation Director, or designee, has given permission to attach, to the outside of the premises, must be done so in accordance with all City, County and State laws, ordinances, rules and regulations.

- h) Permits and License – the Concessionaire shall obtain, at their own expense, all permits and licenses (such as City Occupational License, County Occupational License and Department of Business Regulation Hotel and Restaurant License) which may be required by any governmental agency. The Concessionaire shall adhere to all the applicable laws and ordinances of the City, Miami-Dade County, State of Florida and Federal Government. The City must be provided copies of all such documents prior to contract award.
- i) Food handling procedures and personnel must meet standards of cleanliness and neatness which meet the required standards of the health department.
- j) Electrical Equipment – Concessionaire shall provide the City with a list of all electrical equipment to be utilized as part of its operation under the terms of this agreement.
- k) Disposition of Equipment – Upon the termination of this agreement by lapse of time or otherwise (except for Concessionaire's default), the Concessionaire shall have the right (or obligation upon direction of the city) to remove, without damage to City property or premises, all equipment and personal property installed or located within the concession areas. However, this removal does not include fixtures including pipes, conduit, wiring, refrigerator, ice machine and/or sinks. Concessionaires shall have a reasonable time, not to exceed fifteen (15) days, to remove such personal property and shall within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property immediately before the execution of the Concession agreement. The City shall conclude that the Concessionaire has abandoned any such equipment and personal property which has not been removed within the said fifteen (15) days (unless the City has granted an extension in writing for this purpose).
- l) Rules and Regulations – the Concessionaire shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the agreement, be promulgated by the City Manager, or designee, or other person with lawful authority, for the care, operation, maintenance and protection of the facility).
- m) Right of Access – the City hereby grants the Concessionaire the right of access and ingress to and egress from the premises by the Concessionaire and its employees, as well as Concessionaire's suppliers, servicemen, guests, patrons and invitees (provided, that such rights of access, ingress and egress are at all times, exercised in conformance with any and all regulations promulgated by the City Manager or designee, or other person with lawful authority, for the care, operation, maintenance and protection of the facilities and the public – and applicable to all users of said facilities).
- n) Closing of Concession Areas – the City maintains the right to close any part (or all) of the Facilities either permanently or temporarily. If the Facilities are thereafter re-

opened, during the term of the agreement, the concessionaire shall commence servicing said facilities again, upon City approval.

- o) Monthly – rental payment shall be made on or before the tenth (10th) day of each calendar month during this agreement
- p) Non-exclusive Rights – It is expressly herein provided that the rights and privileges granted are non-exclusive, and nothing contained herein shall preclude the City from entering into other agreements with any other party or parties during the term of the agreement for the sale in any part of the facilities except the concession for the same or similar merchandise which Concessionaire is permitted to sell hereunder:
 - 1. Non-City Sponsored Events –non-city sponsors of special events with prior written approval from the City Manager, or designee, may be allowed to provide private concession services for their event provided the event does not occur more than once a year, otherwise the Concessionaire shall be allowed to participate.
 - 2. City Sponsored Special Events - the City reserves the right, with prior written approval from the City Manager or designee, to allow other vendors in addition to the contracted Concessionaire under this agreement, to provide concession services at the City's sponsored special events that are not regularly occurring events, if it is deemed in the best interest of the City.
- q) Advertising – all advertising of the concessions by the Concessionaire is to be approved by the City Manager, or designee prior to production and distribution.
- r) Storage – the Concessionaire may only utilize the Concession location for the storage requirements of the Indoor Concessions. If the City determines that this facility is being used for other purposes, the agreement is subject to immediate termination.
- s) Concessionaire may install at his/her own expense any devices or equipment designed for the purpose of protecting the premises from theft, burglary, or vandalism, provide however, that the device must meet all legal requirements and be operated legally and that written approval for any such installation be first obtained from the City Manager, and at the termination of contract, ownership of the device reverts to the City of South Miami.
- t) If the successful Concessionaire anticipates hiring any additional personnel for this contract, then the City encourages Concessionaire to hire qualified City of South Miami residents. Provide the number of anticipated staff required and your recruitment methods for hiring local residents on the form herein provided.

X. Requirements/Rights of City:

- a) The City will pay all utilities, such as water, electrical and gas, including hookups if required for new service as well as related fixtures and connections, however, the City reserves the right to inspect the concession stands to insure that utilities are not being unnecessarily used. Disregard of conserving the unnecessary use of

utilities shall be noted and the Concessionaire notified immediately in writing. Failure to correct the situation upon 10 days written notice shall be reason to cancel this contract.

- b) The City will provide a newly renovated concession area with commercial appliance as follows: food heat lamp and warmer, refrigerator, deep freezer, cotton candy machine, popcorn machine, ice maker, hotdog roller, microwave, sinks, etc. Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire expense. City owned equipment will remain the City's equipment. Maintenance will include, repairs of leaks, malfunctioning of equipment, etc.
- c) The City's Parks & Recreation Director or designee will perform periodic review of the Concessionaire's staffing levels to determine if the patron demand is being met efficiently and whether or not the Concessionaire is able to increase staff. The City shall have the right to demand the hiring of additional staff and if additional staff is deemed to be needed, it will be at the sole expense of the Concessionaire.
- d) Any and all vending machines in place at time contract is executed shall remain in operation.
- e) The City shall have the right to inspect, as deemed necessary, any and/or all of the Concessionaire's operations, including plants, warehouses and (when accompanied by the Concessionaire's representative) other sources, who prepare or supply food, milk, beverage or other items to insure full compliance with health and sanitation standards. Based upon such inspections, the City may reject any food, milk, beverage or other items not conforming to health sanitation standards.

END OF SECTION

EXHIBIT #I
Attachment B
Scope of Services
“Concession Stand Management Services”
RFP #PR2016-13

Chapter 435, Florida Statute 435.04

Criminal Background Check (Level 2)

Florida Statutes

Title XXXI. LABOR

Chapter 435. EMPLOYMENT SCREENING

Current through 2010 Special Session A Legislation

§ 435.04. Level 2 screening standards

[1]

(1)(a) All employees required by law to be screened pursuant to this section must undergo security background investigations as a condition of employment and continued employment which includes, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(b) Fingerprints submitted pursuant to this section on or after July 1, 2012, must be submitted electronically to the Department of Law Enforcement.

(c) An agency may contract with one or more vendors to perform all or part of the electronic fingerprinting pursuant to this section. Such contracts must ensure that the owners and personnel of the vendor performing the electronic fingerprinting are qualified and will ensure the integrity and security of all personal information.

(d) An agency may require by rule that fingerprints submitted pursuant to this section must be submitted electronically to the Department of Law Enforcement on a date earlier than July 1, 2012.

(2) The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

(a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such

sexual misconduct.

(c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section 782.04, relating to murder.

(e) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(f) Section 782.071, relating to vehicular homicide.

(g) Section 782.09, relating to killing of an unborn quick child by injury to the mother.

(h) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

(i) Section 784.011, relating to assault, if the victim of the offense was a minor.

(j) Section 784.03, relating to battery, if the victim of the offense was a minor.

(k) Section 787.01, relating to kidnapping.

(l) Section 787.02, relating to false imprisonment.

(m) Section 787.025, relating to luring or enticing a child.

(n) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.

(o) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.

(p) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.

(q) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

(r) Section 794.011, relating to sexual battery.

(s) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.

(t) Section 794.05, relating to unlawful sexual activity with certain minors.

(u) Chapter 796, relating to prostitution.

(v) Section 798.02, relating to lewd and lascivious behavior.

(w) Chapter 800, relating to lewdness and indecent exposure.

(x) Section 806.01, relating to arson.

(y) Section 810.02, relating to burglary.

(z) Section 810.14, relating to voyeurism, if the offense is a felony.

(aa) Section 810.145, relating to video voyeurism, if the offense is a felony.

(bb) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.

(cc) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(dd) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ee) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

(ff) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.

(gg) Section 826.04, relating to incest.

(hh) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

(ii) Section 827.04, relating to contributing to the delinquency or dependency of a child.

(jj) Former s. 827.05, relating to negligent treatment of children.

(kk) Section 827.071, relating to sexual performance by a child.

(ll) Section 843.01, relating to resisting arrest with violence.

(mm) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.

(nn) Section 843.12, relating to aiding in an escape.

(oo) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.

(pp) Chapter 847, relating to obscene literature.

(qq) Section 874.05(1), relating to encouraging or recruiting another to join a criminal gang.

(rr) Chapter 893, relating to drug abuse prevention and control, only if the offense was a felony or if any other

person involved in the offense was a minor.

(ss) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.

(tt) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.

(uu) Section 944.40, relating to escape.

(vv) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.

(ww) Section 944.47, relating to introduction of contraband into a correctional facility.

(xx) Section 985.701, relating to sexual misconduct in juvenile justice programs.

(yy) Section 985.711, relating to contraband introduced into detention facilities.

(3) The security background investigations under this section must ensure that no person subject to this section has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, any offense that constitutes domestic violence as defined in s. 741.28, whether such act was committed in this state or in another jurisdiction.

History. s.47, ch. 95-228; s.16, ch. 96-268; s.22, ch. 96-322; s.4, ch. 98-417; s.5, ch. 99-284; s.88, ch. 2000-153; s.7, ch. 2001-125; s.5, ch. 2004-267; s.4, ch. 2005-119; s.111, ch. 2006-120; s.90, ch. 2006-197; s.110, ch. 2007-5; s.3, ch. 2007-112; s.66, ch. 2009-223; s.6, ch. 2010-31; s.38, ch. 2010-114.

[1]

Section 58, ch. 2010-114, provides that "[t]he changes made by this act are intended to be prospective in nature. It is not intended that persons who are employed or licensed on the effective date of this act be rescreened until such time as they are otherwise required to be rescreened pursuant to law, at which time they must meet the requirements for screening as set forth in this act."

EXHIBIT #2
“Concession Stand Management Services”
RFP #PR2016-13

Insurance & Indemnification Requirements

I.01 Insurance

- A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as “FIRM” with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY’s sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM’s operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers’ compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM’s employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM’s employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM’s obligations under the Contract.

I.02 Firm’s Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

I.03 Workers’ Compensation Insurance at the statutory amount as to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers’ Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker’s Compensation Insurance.

I.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

I.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard

Thomas F. Pepe
12/10/2015

- (d) Explosion, Collapse and Underground Hazard Coverage
- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

I.06 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

I.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

I.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure, the CONTRACTOR shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

I.09 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the Contractors duty to indemnify the City as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

- (1) a policy provision or an endorsement with substantially similar provisions as follows:

“The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of ‘bodily injury’, ‘property damage’, or “personal and advertising injury” and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B”;

- (2) a policy provision or an endorsement with substantially similar provisions as follows:
“This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”

- E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the city at the city’s sole, absolute and unfettered discretion.

Indemnification Requirement

A. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Contractor or anyone acting through or on behalf of the Contractor.

B. The Contractor shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Contractor, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

C. The Contractor shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Contractor, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

D. The Contractor agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Contractor, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. The Contractor has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

END OF SECTION

EXHIBIT #3
“Concession Stand Management Services”
RFP #PR2016-13

BID FORM

THIS PROPOSAL IS SUBMITTED TO:

Steven Alexander
City Manager
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

1. If this Proposal is accepted, the undersigned Respondent agrees to enter into a Contract with the City of South Miami in the form included in this Solicitation Package and to perform and furnish all work as specified or indicated in this Solicitation, including as set forth in **Exhibit I (Scope of Services)** for the Proposed Price as set forth below, within the Contract Time and in accordance with the other terms and conditions of the Solicitation Package.
2. Respondent accepts all of the terms and conditions of the Solicitation and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal/Bid Bond, if required. This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening. The Respondent, by signing and submitting this proposal, agrees to all of the terms and conditions of the form of contract that is a part of the Solicitation package with appropriate changes to conform to the information contained in this Bid Form. Respondent agrees to sign and submit the Bonds, if required by this Solicitation, required insurance documents, and other documents required by the Solicitation, including the Contract if not already submitted, within ten (10) calendar days after the date of the City's Notice of Award.
3. In submitting this Proposal, Respondent represents that:
 - a. Respondent has examined copies of all the Solicitation Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____

- b. Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. Respondent understands and agrees that the Contract Price is the amount that it needs to furnish and install all of the Work complete and in place. The Schedule of Values, if required, is provided for the purpose of Proposal Evaluation and when initiated by the CITY, it shall form the basis for calculating the pricing of change orders. The Contract Price shall not be adjusted in any way so as to result in a deviation from the Schedule of Values, except to the extent that the CITY changes the Scope of the Work after the Contract Date. As such, the Respondent shall furnish all labor, materials, equipment, tools, superintendence and services necessary to provide a complete, in place, Project for the Proposal Price. If this Solicitation requires the completion of a **“Respondents Cost and Technical Proposal,” as may be set forth in Exhibit 4** to this Solicitation, **such proposal must be attached to this Bid Form and will take the place of the Lump Sum Price, otherwise, the Contract Price for the completed work is as follows:**

Refer to “Cost and Technical Proposal, Exhibit 4:
--

5. The ENTIRE WORK shall be completed, in full, within **N/A days** from the commencement date set forth in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as may be set forth in the Contract.
6. Insert the following information for future communication with you concerning this Proposal:

Thomas F. Pepe
12/10/2015

RESPONDENT: _____
Address: _____
Telephone: _____
Facsimile: _____
Contact Person _____

7. The terms used in this Proposal which are defined in the Contract shall have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this Solicitation Package.
8. If a **Respondents Cost & Technical Proposal, Exhibit 4**, is required by the Solicitation, Respondent hereby certifies that all of the facts and responses to the questions posed in the **Respondents Cost & Technical Proposal**, if such an exhibit is made a part of the Solicitation, are true and correct and are hereby adopted as part of this **Bid Form**, and are made a part of this proposal, by reference.
9. By submitting this proposal, I, on behalf of the business that I represent, hereby agree to the terms of the form of contract contained in the Solicitation package and I agree to be bound by those terms, with any appropriate blank boxes, if any, checked and any blank lines filled in with the appropriate information contained in the Solicitation Documents and this Proposal, or such information that the City and I have agreed upon in the course of contract negotiations and which have been confirmed by the City in writing, including e-mail confirmation, if any. I hereby certify under penalty of perjury that I am the lawful representative of the business entity referenced in this Bid Form, that I have authority to bid for that entity and that all of the information and representations contained herein are true and correct to the best of my information and belief.

SUBMITTED
THIS _____ **DAY OF** _____ **20**____.

PROPOSAL SUBMITTED BY:

_____ Company	_____ Telephone Number
_____ Name of Person Authorized to Submit Proposal	_____ Fax Number
_____ Signature	_____ Email Address
_____ Title	

END OF SECTION

EXHIBIT #4
“Concession Stand Management Services”
RFP #PR2016-13

RESPONDENTS COST & TECHNICAL PROPOSAL

YEAR	MONTHLY AMOUNT	ANNUAL AMOUNT
Year 1 (12 Months)	\$ _____	\$ _____
Year 2 (12 Months)	\$ _____	\$ _____
Year 3 (12 Months)	\$ _____	\$ _____
<i>Option Year 4 (12 Months)</i>	\$ _____	\$ _____
<i>Option Year 5 (12 Months)</i>	\$ _____	\$ _____

TOTAL \$ _____

**SUBMITTED
THIS** _____ **DAY OF** _____ **20**____.

PROPOSAL SUBMITTED BY:

Company

Telephone Number

Name of Person Authorized to Submit Proposal

Fax Number

Signature

Email Address

Title

END OF SECTION

**EXHIBIT #5
CONTRACT**

**“Concession Stand Management Services”
RFP #PR2016-13**

THIS CONTRACT, entered into this ____ day of _____, 20____, by the CITY OF SOUTH MIAMI through its Manager, both of whom shall be hereinafter referred to as the “CITY” where applicable; located at 6130 Sunset Drive, South Miami, FL. , E-mail: salexander@southmiamifl.gov and _____ with an office and principal place of business located at _____, and E-mail address of _____ (hereinafter called the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY is in need of **Concession Stand Management Services**; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required good and/or services based on the CONTRACTOR's representations that it is qualified and capable of providing said goods and/or services in a professional and timely manner and in accordance with the CITY's goals and requirements; and

WHEREAS, the CONTRACTOR has agreed to provide the required goods and/or services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1) **Engagement Of Contractor:** Based on the representations of the CONTRACTOR as set out in the following “checked” documents the CITY hereby retains the CONTRACTOR to provide the goods and/or services set forth in said proposal, quote or response to solicitation, whichever is applicable, as modified by the Contract Documents defined below (all of which is hereinafter referred to as the Work”).

(Check the box immediately preceding the document described below to indicate that such document is part of this contract)

- ☒ Contractor's response to the CITY's written solicitation; or
- ☒ Contractor's proposal or quote, or if none,
- ☐ As described in paragraph 2 below.

2) **Contract Documents:** The Contract Documents shall include this Contract and the following “checked documents”, as well as any attachments or exhibits that are made a part of any of the “checked documents”.

(Check the box immediately preceding the document described below to indicate that such document is part of this contract)

- ☐ General Conditions to Contract,
- ☐ Supplementary Conditions,
- ☒ “Other Documents” referring to in this contract and signed by the parties,
- ☒ Solicitation documents (“hereinafter referred to as “Bid Documents” including any request for bid, request for proposal or similar request)
- ☒ Scope of Services,
- ☒ Contractor's response to the CITY's Bid Documents,
- ☒ Contractor's proposal or quote,
- ☒ CITY's Insurance & Indemnification Requirements,
- ☐ Payment Bond,
- ☐ Performance Bond,

This Contract and the General Conditions to Contract, Supplementary Conditions, the Solicitation, Scope of Services and "Other Documents", if any are "checked documents", shall take precedent over the response to the CITY's Bid Documents, the proposal or the quote, if any. The "checked documents" are attached hereto and made a part hereof by reference.

3) **Date of Commencement:** The CONTRACTOR shall commence the performance of the Work under this Contract on TBD or a date to be specified in a Notice to Proceed, or Purchase Order, (hereinafter referred to as the "Work Commencement Date"), and shall complete the performance hereunder within N/A days or the length of time set forth in the Contract Documents, whichever is the shorter period of time. Time is of the essence.

4) **Primary Contacts:** The Primary Contact Person in charge of administering this Contract on behalf of the CITY is the City Manager ("Manager"), assistant Manager, or the Manager's designee, who shall be designated in a writing signed by the Manager. The Primary Contact Person for the CONTRACTOR and his/her contact information is as follows: Name: _____ e-mail: _____; Fax: _____ Street Address: _____.

5) **Scope of Services:** The goods and/or services to be provided are as set forth in the "checked documents".

6) **Compensation:** The CONTRACTOR's compensation for the performance of this contract (**hereinafter** referred to as the Contract Price) shall be one of the following, as indicated by a checked box, ☐ \$ _____ or as set forth in ☐ CONTRACTOR's response to the CITY's written solicitation, if any, or, if none, then as set out in CONTRACTOR's proposal or quote, or the Scope of Services, whichever is applicable, and as modified by the Contract Documents.

7) **Hours of Work:** In the event that this contract requires the performance of services, it is presumed that the cost of performing the Work after regular working hours, and on Sunday and legal holidays is included in the Contract Price. However, nothing contained herein shall authorize work on days and during hours that are otherwise prohibited by ordinance unless specifically authorized or instructed in writing by the Director, the Director's assistant or designee.

8) **Time Provisions:** The term of this Contract shall commence on the Work Commencement Date and shall continue for three (3) years until it expires on the termination date, or unless earlier terminated according to the Contract Documents. Notwithstanding the foregoing, this Contract may be extended by an additional two (2) year period if the extension is in writing and signed by the City Manager. An extension of the term of this Contract is at the CITY's sole and absolute discretion.

9) **Termination:** This contract may be terminated without cause by the CITY with 30 days of advanced written notice. This provision supersedes and takes precedence over any contrary provisions for termination contained in the Contract Documents.

10) **Applicable Law and Venue:** Florida law shall apply to the interpretation and enforcement of this Contract. Venue for all proceedings shall be in Miami-Dade County, Florida.

11) **Insurance, Indemnification & Bonding:** CONTRACTOR shall comply with the insurance, indemnification and bonding requirements set forth in the Contract Documents.

12) Liquidated Damages: In the event that the CONTRACTOR shall fail to complete the Work within the time limit set forth in the Contract Documents, or the extended time limit agreed upon, in accordance with the procedure as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$ N/A dollars per day until the Work is completed.

13) Jury Trial Waiver: The parties waive their right to jury trial.

14) Entire Agreement, Modification, and Non-waiver: The Contract Documents constitute the entire agreement of the parties and supersedes any prior agreements, written or oral. The Contract Documents may not be modified or amended except in writing, signed by both parties hereto. The Contract Documents, in general, and this paragraph, in particular, shall not be modified or amended by any acts or omissions of the parties. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver. No waiver of the Contract Documents, in whole or part, including the provisions of this paragraph, may be implied by any act or omission.

15) Public Records: CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or Services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project.

16) Background Screening. All personnel and volunteers that will provide any service with vulnerable persons, as defined in Section 435.02, Fla. Stat., involving any City or its Agency in such related activity must be in compliance with Level II Background Screening and fingerprinting requirements as per, Florida Statute Ch. 435 prior to the scheduled start of any employee or volunteer. CONTRACTOR shall prevent any and all of its personnel, including volunteers, from engaging in any such related activities without having passed a background screening to the satisfaction of the City. A violation of this requirement shall constitute a substantial breach of the agreement.

17) Drug Free Workplace. The CONTRACTOR shall comply with the Drug Free Workplace policy set forth in the City of South Miami's Personnel Manual which is made a part of this Contract by reference.

18) Transfer and Assignment. None of the work or services under this contract shall be subcontracted or assigned without prior written consent from the SMCRA which may be denied without cause.

19) Notices. All notices given or required under this contract shall be deemed sufficient if sent by a method that provides written evidence of delivery, including e-mail and facsimile transmission and delivered to the CONTRACTOR or his designated contact person. Return of mail, sent to the address contained herein for the parties or their contact persons, as not deliverable or for failure to claim the mail shall be deemed received on the date that the mail is returned to sender.

IN WITNESS WHEREOF, the parties, have executed this Contract, on or before the date first above written, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

[Individual or entity's name]

Witnessed:

By: _____

By: _____

[name of signatory]

ATTESTED:

CITY OF SOUTH MIAMI

By: _____

Maria Menendez
City Clerk

By: _____

Steven Alexander
City Manager

Read and Approved as to Form, Language,
Legality and Execution Thereof:

By: _____

City Attorney

END OF SECTION

EXHIBIT #6
EVALUATION CRITERIA
“Concession Stand Management Services”
RFP #PR2016-13

Scoring and Ranking

Phase I - Competitive Selection-Ranking: maximum 100 points. The evaluation factors used for determining qualifications for ranking include:

1. Concession Experience, Qualifications & References;
Maximum 30 Points
2. Understanding of Task/Scope of Services;
Maximum 25 Points
3. Price Proposal to the City;
Maximum 25 Points
4. Licenses are in Good Standing and Permits are Current;
Maximum 20 Points

Phase II – Competitive Negotiations.

Following ranking of the most qualified firms, the City may negotiate a contract with the most qualified firm for the applicable services as indicated in the “Scope of Services” included with this RFP. If negotiation with highest ranked firm fails, the City shall move to the next highest ranked firm.

NOTIFICATION

In the event the City elects to hold Oral Interviews, interviews will be held **TBD**. The firm selected will be notified by **Email**. The City appreciates all responses and will notify all respondents of their status in our selection process.

The City reserves the right to reject any and all Proposals.

END OF SECTION

EXHIBIT #7
“Concession Stand Management Services”
RFP #PR2016-13

City of South Miami Bid Protest Procedures

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS
(FORMAL PROCEDURE)

The following procedures shall be used for resolution of protested solicitations and awards. The word “bid”, as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

(a) Notice of Intent to Protest. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the City Clerk’s office within three calendar days prior to the date set for opening of bids. A notice of intent to file a protest is considered filed when received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk’s office within three calendar days after the City Commission meeting at which the recommendation is considered for action. A notice of intent to file a protest is considered filed when received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt.

(b) Protest of solicitation. A protest of the solicitation or award must be in writing (“Protest Letter”) and submitted to the City Clerk’s office within five calendar days after the date of the filing of the notice of intent to file a protest. The Protest Letter is considered filed when the Protest Letter and the required filing fee of \$1,000 are both timely received by the City Clerk’s office. In order for the Protest Letter and filing fee to be considered timely delivered by hand delivery, the date stamp of the Clerk’s office must appear on the original Protest Letter and/or a copy of the Protest Letter and the date stamp must also appear on a copy of the check issued for the payment of the filing fee, or, if payment is made in cash, a receipt must be issued by the Clerk’s office reflecting the date of receipt of the payment. While the Clerk may accept the Protest Letter by email, the Protest Letter shall not be considered to be timely received until and unless the required filing fee of \$1,000 is received by the City Clerk’s office and, if payment is in cash, a receipt is issued with the date of the receipt of payment, or if payment is by check, a copy of the check is stamped by the Clerk with the date stamp of the Clerk’s office showing the date of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.

(c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.

(d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City’s determination of what is in the City’s best interest which is one of the criteria for selecting a bidder whose offer may not be the lowest bid price.

(e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of a valid Protest Letter. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

(f) Stay of procurement during protests. Upon receipt of a timely, proper and valid Protest Letter filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award or execution of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (e) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season.

END OF DOCUMENT